

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3093-6951		PAGE 1 OF 8						
2. CONTRACT NO. DACW31-03-P-0229		3. AWARD/EFFECTIVE DATE 22-May-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0057						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529		6. SOLICITATION ISSUE DATE 25-Apr-2003					
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 6541 SIZE STANDARD: \$5.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 09 May 2003				
15. DELIVER TO RE DIV SPECIAL PROJECTS RAYMOND SCHWEIGER PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1N0800		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500						
17a. CONTRACTOR/ OFFEROR ESQUIRE TITLE SERVICES, L.L.C. ALFRED SANTORO 272 PARSIPPANY ROAD PARSIPPANY NJ 07054  TEL. 973-560-0636 8007346019		CODE 1MQE3  FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE T0B0200						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT		
		SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule								26. TOTAL AWARD AMOUNT \$7,050.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:								
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary C. Robertson</i>				31c. DATE SIGNED 23-May-2003				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY C ROBERTSON / ADDED BY SUMI TEL: 410-962-3788 EMAIL:							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR				
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)							
					42b. RECEIVED AT (Location)							
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

## Section SF 1449 - CONTINUATION SHEET

SCOPE OF WORK**ADDENDUM**

To

Scope of Title Work and Services Listed  
in Price Schedule or Elsewhere in Contract

**A. Preliminary Title/Commitment Submittal****B. Closing Services****C. Final Title Policy Submittal**

- A.** As part of the preliminary title submittal, contractor shall furnish copies of plats referenced in any portion of the legal description, including the preamble, and shall furnish copies of all items noted as exceptions in Schedule "B" to include any recorded plats or maps referenced in the said noted items as well as other recorded references in these items. Also, contractor shall furnish a copy of source(s) of title (deed, will, etc.) into the owner(s) of the land. Receipt by the Government of the preliminary title/commitment shall be within **ten (10) calendar days** from the contract or order date, unless arrangements are made between the contractor and the Government for earlier delivery.
- B.** (1) In addition to services specified elsewhere, the contractor shall schedule closing with the seller. At the time of closing, the contractor shall have seller execute the Government furnished deed and closing sheet, shall have the deed notarized, and disburse funds. The contractor shall record the deed and pay any recording fees. As part of recordation of the deed, the contractor shall submit to the recorder of deeds the Government completed transfer tax and value form in which the Government will declare an exemption, for the particular State or Commonwealth in which the land is situate. In some instances, it may be appropriate for the contractor to assist in preparing State and county/city transfer tax and value forms.
- (2) In the acquisition of fee parcels, all taxes relating to the property, including but not limited to, school and similar local taxes against the land, and water and sewer charges shall be satisfied or escrowed as necessary before or at closing – to include all liens relating to the same – at no additional charge to the Government. Similarly, the contractor shall discharge all mortgages, judgments, liens and similar monetary encumbrances, with Government funds, obtain releases from all mortgage companies, or appropriate persons or entities, have them recorded, and pay any recording fees. Partial releases in fee acquisitions are acceptable as long as the Government's title is free of the mortgage or lien.
- (3) In fee and in easement acquisitions, the contractor shall satisfy, prior to or at closing, specially listed closing requirements in Schedule "B" (For example, proof that the grantor is single, that sale into the grantor by a corporation was in adherence with the law, etc.)

- (4) Mortgages, judgments, liens and similar monetary encumbrances in easement acquisitions shall be discussed with the Government closing coordinator to determine whether satisfaction of the same, partial releases/subordinations, etc. will be required by the Government.
  - (5) All releases, partial releases, subordinations, etc., whether prepared by the lender or the Contractor, and related recording fees shall be provided at no additional cost to the Government.
  - (6) The closing services by the contractor shall be discussed and arranged with the Government coordinator as necessary to meet the target closing dates for Project scheduling requisites. **However, all closings shall be conducted within thirty (30) days of receipt of final package from the Government coordinator.**
- C. Final title policy(s) shall be delivered thirty (30) days from the closing date (when funds are disbursed which presumably is also the conveyance instrument recording date or very close to it). Originally recorded deeds or deeds of easement shall accompany the delivery of the policy(s); or in the event the recorded conveyance instrument(s) is not yet available from the Recorder's office, copies of the recorded and stamped instrument(s) or official documentation of recording data of liber and folio shall accompany the policy(s). In the latter event, the recorded instrument shall be forwarded to the Government when it is received by the contractor.

#### **ADDENDUM**

To

Scope of Title Work and Services Listed  
in Price Schedule or Elsewhere in Contract

#### **D. Preliminary Title/Commitment Submittal**

#### **E. Closing Services**

#### **F. Final Title Policy Submittal**

- D.** As part of the preliminary title submittal, contractor shall furnish copies of plats referenced in any portion of the legal description, including the preamble, and shall furnish copies of all items noted as exceptions in Schedule "B" to include any recorded plats or maps referenced in the said noted items as well as other recorded references in these items. Also, contractor shall furnish a copy of source(s) of title (deed, will, etc.) into the owner(s) of the land. Receipt by the Government of the preliminary title/commitment shall be within **ten (10) calendar days** from the contract or order date, unless arrangements are made between the contractor and the Government for earlier delivery.
- E.** (1) In addition to services specified elsewhere, the contractor shall schedule closing with the seller. At the time of closing, the contractor shall have seller execute the Government furnished deed and closing sheet, shall have the deed notarized, and disburse funds. The contractor shall record the deed and pay any recording fees. As part of recordation of the

deed, the contractor shall submit to the recorder of deeds the Government completed transfer tax and value form in which the Government will declare an exemption, for the particular State or Commonwealth in which the land is situate. In some instances, it may be appropriate for the contractor to assist in preparing State and county/city transfer tax and value forms.

- (6) In the acquisition of fee parcels, all taxes relating to the property, including but not limited to, school and similar local taxes against the land, and water and sewer charges shall be satisfied or escrowed as necessary before or at closing – to include all liens relating to the same – at no additional charge to the Government. Similarly, the contractor shall discharge all mortgages, judgments, liens and similar monetary encumbrances, with Government funds, obtain releases from all mortgage companies, or appropriate persons or entities, have them recorded, and pay any recording fees. Partial releases in fee acquisitions are acceptable as long as the Government's title is free of the mortgage or lien.
- (7) In fee and in easement acquisitions, the contractor shall satisfy, prior to or at closing, specially listed closing requirements in Schedule "B" (For example, proof that the grantor is single, that sale into the grantor by a corporation was in adherence with the law, etc.)
- (8) Mortgages, judgments, liens and similar monetary encumbrances in easement acquisitions shall be discussed with the Government closing coordinator to determine whether satisfaction of the same, partial releases/subordinations, etc. will be required by the Government.
- (9) All releases, partial releases, subordinations, etc., whether prepared by the lender or the Contractor, and related recording fees shall be provided at no additional cost to the Government.
- (6) The closing services by the contractor shall be discussed and arranged with the Government coordinator as necessary to meet the target closing dates for Project scheduling requisites. **However, all closings shall be conducted within thirty (30) days of receipt of final package from the Government coordinator.**

- F. Final title policy(s) shall be delivered thirty (30) days from the closing date (when funds are disbursed which presumably is also the conveyance instrument recording date or very close to it). Originally recorded deeds or deeds of easement shall accompany the delivery of the policy(s); or in the event the recorded conveyance instrument(s) is not yet available from the Recorder's office, copies of the recorded and stamped instrument(s) or official documentation of recording data of liber and folio shall accompany the policy(s). In the latter event, the recorded instrument shall be forwarded to the Government when it is received by the contractor.

<b><u>Property Address</u></b>	<b><u>Property Owner(s)</u></b>	<b><u>Block &amp; Lot</u></b>
827 Morris Street	John Branton	Block 193, Lot 24
829 Morris Street	Paul and Terri Walters	Block 193, Lot 25
605 Brown Street	John and Dolores Banning	Block 193, Lot 40
607 Brown Street	Margaret Haughey	Block 193, Lot 39
609 Brown Street	Louis and Mary Stief	Block 193, Lot 38
611 Brown Street	Richard and Janice Kissick	Block 193, Lot 37

### PRICE SCHEDULE

**Six (6) properties, addresses attached hereto,  
Welsbach/GGM Superfund Site, Gloucester City, New Jersey**

(To Include Specifications in Attached Addendum to Scope of Work)

<b>ITEM NO.</b>		<b>PRICE</b>
0001	Preliminary Title Policy/ Commitment per ownership	\$ 250.00
0002	Final Title Policy per ownership	\$ 50.00
0003	Closing Services per ownership	\$ 500.00
0004	Title Insurance Premium for Estimated \$90,000 per ownership	\$ 375.00

**TOTAL per ownership \$ 1,175.00**

**.... X 6 ownerships \$ 7,050.00**

\_\_\_\_\_  
(Company)

BY: \_\_\_\_\_  
(Title of Position)

BY: \_\_\_\_\_  
(Title or Position)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$7,050.00	\$7,050.00

TITLE SERVICES

FFP

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN STRICT ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: PROVIDE TITLE SERVICES FOR SIX (6) PROPERTIES, WELSBACH/GGM SUPERFUND SITE, GLOUCESTER CITY, NEW JERSEY TO INCLUDE ADDENDUM TO SCOPE OF WORK. LINE ITEMS FOR SIX (6) OWNERSHIPS: (1) PRELIMINARY TITLE POLICY/COMMITMENT PER OWNERSHIP; (2) FINAL TITLE POLICY PER OWNERSHIP; (3) CLOSING SERVICES PER OWNERSHIP; (4) TITLE INSURANCE PREMIUM FOR ESTIMATED \$90,00 PER OWNERSHIP. P.O.C.: RAYMOND SCHWEIGER (410)962-5176, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529, VENDOR REP ALFRED SANTORO, JR. (800)734-6019 PURCHASE REQUEST NUMBER: W81W3G-3093-6951

NET AMT \$7,050.00

ACRN AA Funded Amount \$7,050.00

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	06-JUN-2003	1	RE DIV SPECIAL PROJECTS RAYMOND SCHWEIGER PO BOX 1715 BALTIMORE MD 21203-1715 410-962-5176 FOB: Destination	E1N0800

## ACCOUNTING AND APPROPRIATION DATA

AA: 96NA X 3122.0000/E1 X 08 2420 099996 96181 2520 57B2DD  
 AMOUNT: \$7,050.00

## CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	APR 2001
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	APR 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991